IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION

LESLIE SCOTT, TAL BECKER,)
Individually and on behalf of others)
similarly situated)
PLAINTIFFs,) CIVIL ACTION NO. 3:21-ev-00401
V.)
) Judge: William L. Campbell, Jr.
RVSHARE LLC,)
) Magistrate Judge: Alistair Newbern
DEFENDANT.)
)

DECLARATION OF LESLIE SCOTT IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DFENDANT RVSHARE LLC'S MOTION TO STAY PROCEEDINGS COMPEL INDIVIDUAL ARBITRATION

Leslie Scott hereby declares under penalty of perjury, pursuant to 28 U.S.C. §1746, as follows:

- 1. I am over the age of eighteen and am competent to make this declaration.
- 2. I am a plaintiff in the above-captioned matter and have personal knowledge of the facts set forth herein. I submit this declaration in Opposition to RVshare's Motion to Stay Proceedings and Compel Individual Arbitration.
- 3. On or about June 11, 2020, I visited the website RVShare.com as I was looking into booking a recreational vehicle ("RV") for my family for a family vacation.
- 4. In reviewing the site, it was represented in numerous places that booking through RV Share offered a "No Worries" guarantee.
- 5. Given representations contained in the site, including "Worry-FreeRental Guarantee" and "Guaranteed protection for your trip, every step of the way", I

decided to book an RV through RVShare.com.

- 6. To my memory, in going through the booking process, I typed in my name, email and phone number. I then check the box marked "I certify that I am at least 25 years old at the time of rental and have a valid drivers license." I then clicked the "Agree and Continue" button. I thought the agree and continue button meant that I was agreeing to the fact that I was at least 25 years old and had a valid drivers license.
- 7. At no time during the booking process was I aware of RVshare's "Terms of Service", nor was I aware that in booking through RVShare, I was agreeing to Binding Arbitration.
- 8. To my memory, during the "Confirm & Pay" portion of the booking, I typed in my credit card and thought that I was confirming my credit card and paying for the booking. Again, I did not see and was unaware of the Terms of Service.
- 9. Throughout the entire process, I did not see the Terms of Service link. It was not properly visible, not conspicuous, and did not put me on notice to the Terms of Service. At no time did I agree to the Terms of Service.
- 10. Likewise, I was not made aware that should disputes arise between myself and the RV Owner, RVShare would act as the decision maker and would receive 25% of any award of damages rendered against me. This is because I would have never agreed to have RVShare decide disputes between myself and the RV Owner knowing that any damaged claimed by the Owner of the RV would create an unfair and biased process.
- 11. In fact, a dispute did arise and despite clear evidence I was not responsible for damages claimed by the Owner of the RV, RVShare improperly awarded damages against me.

- 12. As set forth in the Complaint, our experience was anything but "Worry Free". In fact, our vacation was ruined and resulted in damages being improperly assessed against us by RVShare.
- 13. I never agreed, assented to, or was properly put on notice of the Terms of Service. Likewise, I was never made aware of, or agreed, assented to, or was placed on notice of the fact that RVShare's dispute resolution process was biased in favor of the RV Owner because RVShare would receive a percentage of any award against me.
- 14. Had I known the above, I would have never booked through RVShare.com.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 16th day of August 2021.

Leslie Scott

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